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Steven B. Abramson, MD
 Chairman, Department of Medicine
 Senior Vice President & Vice Dean for
 Education, Faculty & Academic Affairs

January 13, 2017

Avram Goldberg, MD

Redacted

RE: First Amendment to Employment Agreement

Dear Dr. Goldberg:

This letter serves as the First Amendment to your offer letter and employment agreement dated November 22, 2013 (“Offer Letter”) which was effective March 1, 2014, to modify the terms of your employment as set forth herein, specifically, to increase your clinical compensation and associated productivity requirements.

Accordingly, your Offer Letter is hereby amended as follows:

1. Effective March 1, 2017 (“Effective Date”) and until February 28, 2019 (“Expiration Date”), your Clinical – FGP compensation shall be **Five Hundred Thousand Dollars (\$500,000)** (“Clinical Compensation”) and shall be subject to the revised expectations set forth below. Your administrative leadership compensation shall remain the same at **Twenty Five Thousand Dollars (\$25,000)** and your total annual compensation shall be **Five Hundred Twenty Five Thousand (\$525,000)**.
2. **Schedule A**, the section titled “Effort and Productivity Expectations for Compensation” is deleted in its entirety and replaced with the following:

Effort and Productivity Expectations for Compensation

- i. You will have compensated administrative leadership responsibilities as **Clinical Director of NYU Langone Nassau Rheumatology** as set forth below.
- ii. Your guaranteed annual compensation of **Twenty Five Thousand Dollars (\$25,000)** shall be contingent on your satisfactory performance of the following responsibilities. If you cease to have such responsibilities, the portion of your compensation associated with administrative leadership will cease.
- iii. As, **Clinical Director of NYU Langone Nassau Rheumatology**, your responsibilities include but are not limited to:

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- Responsible for the coordination and oversight of all medical care and for the quality of services rendered at NYU Langone Nassau Rheumatology, and any expanded NYU rheumatology practice on Long Island;
- Ensure proper functioning of day-to-day operations at NYU Langone Nassau Rheumatology;
- Provide clinical leadership and ensure high quality services for all patients, including ongoing quality assurance and performance improvement;
- Lead recruitment efforts of new physicians in rheumatology and other related fields, and act as a liaison with Faculty Group Practice (FGP) administration;
- Provide knowledgeable and effective administrative leadership, in close collaboration with pertinent administrative managers.

iv. You will spend the remainder of your time providing clinical patient care in the field of rheumatology.

v. Your Clinical - FGP compensation of **Five Hundred Thousand Dollars (\$500,000)** shall be contingent upon your maintaining a level of productivity as measured by work RVUs ("wRVUs") which is **5,850** wRVUs per year ("wRVU Target")¹.

vi. If your actual productivity is greater than the wRVU Target of 5,850, you will receive, as incentive compensation, 1% of your clinical compensation for every 1% your actual productivity exceeds the wRVU Target.

- For example, if your actual productivity is 6,435 wRVUs or 10% greater than the wRVU Target, you will receive **Fifty Thousand Dollars (\$50,000)** as incentive compensation.

vii. If your actual productivity in any year is at least 95% of the wRVU Target or 5,558 wRVUs, there will be no change to your clinical compensation.

viii. If your actual productivity is less than 95% of the wRVU Target, your clinical compensation will be reduced by 1% for every 1% your actual productivity is less than 95% of the target.

- For example, if your actual productivity 5,265 wRVUs or 90% of the target, your clinical compensation will be reduced by 5% or **Twenty Five Thousand Dollars (\$25,000)**.

ix. In the event that NYU makes any administrative decisions which adversely impact your productivity or your ability to generate wRVUs, it is agreed that your wRVU target will be adjusted accordingly.

¹ The parties agree that your wRVUs shall be calculated based upon medically necessary services for which NYU Langone Medical Center may seek reimbursement.

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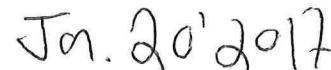
3. Except as otherwise set forth herein, all other terms outlined in your Offer Letter remain in full force and effect.

With your signature, this First Amendment shall be effective as of March 1, 2017.

Sincerely yours,



Jill P. Buyon, MD
Director, Division of Rheumatology



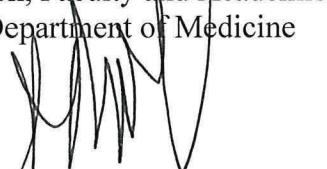
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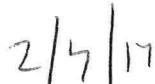
Steven B. Abramson, MD
Senior Vice President and Vice Dean for
Education, Faculty and Academic Affairs
Chair, Department of Medicine



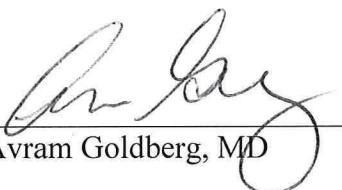
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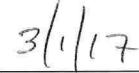
Andrew Brotman, MD
Senior Vice President and Vice Dean for
Clinical Affairs and Strategy and
Chief Clinical Officer



Date



Avram Goldberg, MD



Date